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7 Attorneys for Plaintiff, SYNOPSYS, INC.

8  
9 IN THE UNITED STATES DISTRICT COURT  
10 NORTHERN DISTRICT OF CALIFORNIA  
11 SAN FRANCISCO DIVISION

12 SYNOPSYS, INC.,

13 Plaintiff,

14 v.

15 FORTINET, INC., and DOES 1-20, inclusive,  
16 Defendants.

Case No. 3:19-cv-00853-JD

**~~PROPOSED~~ JUDGMENT AND  
ORDER**

1 WHEREAS Plaintiff Synopsys, Inc. ("Plaintiff") and Defendant Fortinet, Inc.  
2 ("Defendant") are parties to a civil action entitled *Synopsys, Inc. v. Fortinet, Inc., et al.*, in the  
3 United States District Court for the Northern District of California, San Francisco Division, Case  
4 No. 3:19-cv-00853-JD (the "Litigation");

5 WHEREAS Plaintiff has alleged that the Defendant violated the Digital Millennium  
6 Copyright Act ("DMCA"), the Copyright Act and its existing agreements with Synopsys  
7 (collectively "Synopsys' Complaint"); and

8 NOW THEREFORE, in consideration of the foregoing and in consideration of the  
9 payments, promises and mutual undertakings set forth herein and in the Parties' Confidential  
10 Settlement Agreement ("Agreement") executed by Plaintiff and Defendant and incorporated herein  
11 by this reference, the sufficiency of which is hereby acknowledged, the Parties stipulate as follows:

- 12 1. Defendant, including its employees, agents, contractors and consultants are permanently  
13 restrained and enjoined from accessing, using, modifying, distributing or selling any  
14 Synopsys applications or any electronic files associated with the use of or access to any  
15 Synopsys applications, including but not limited to license key files, without a valid license.  
16 This provision specifically prohibits Defendant's employees, agents, contractors and  
17 consultants from altering identifying information on Defendant's license server computers  
18 including but not limited to altering the unique identifier known as the "Host ID" which  
Fortinet provides to Synopsys to enable Fortinet to run Synopsys' license server. Defendant,  
including its employees, agents, contractors and consultants may use or access Synopsys  
applications only pursuant to a valid Synopsys license(s) and pursuant to the terms and  
conditions specified by said license(s).
- 19 2. This Court shall retain jurisdiction of this matter to enforce the terms of the Agreement  
20 without the necessity of any party's filing a separate lawsuit to do so. In any contest over  
21 an alleged violation of this Agreement, the prevailing party shall recover its reasonable  
attorneys' fees and costs.
- 22 3. All claims filed herein are hereby dismissed with prejudice. Each party shall bear its own  
23 fees and costs.  
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1 Dated: April 26, 2019

ORRICK, HERRINGTON & SUTCLIFFE LLP

2 By: *Denise M. Mingrone*  
3 DENISE M. MINGRONE

4 Attorneys for Plaintiff, SYNOPSYS, INC.

5 Dated: April 26, 2019

FORTINET, INC.

6 By: *William Cooper*  
7 WILLIAM COOPER

8 Attorneys for Defendant, FORTINET, INC.

9  
10 **CIVIL LOCAL RULE 5-1(i)(3) ATTESTATION**

11 I hereby attest that concurrence in the filing of this document has been obtained from each  
12 of the other signatories hereto.

13 Dated: April 26, 2019

14 By: /s/ Denise Mingrone  
DENISE MINGRONE

15  
16 **IT IS SO ORDERED.**

17  
18 Dated: April 30, 2019

